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BUTCHERTOWN REDEVELOPMENT PLAN

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SAN FRANCISCO REDEVELOPMENT AGENCY



Butchertown Redevelopment Project

REDEVELOPMENT PLAN

CONTENTS

	<u>Page</u>
I. <u>DESCRIPTION OF PROJECT</u>	
A. Project Boundaries	1
Map: Project Area Boundaries	4
B. Existing Conditions	5
C. Summary of Proposed Actions	5
II. <u>PROJECT PLAN</u>	
A. Objectives	7
B. Land Use Plan	7
C. Standards for Development	9
Map 1: Land Use Plan	10
Map 2: Property Retention, Rehabilitation and Acquisition	11
III. <u>PROJECT PROPOSALS</u>	
A. Owner Participation	18
B. Rehabilitation	19
C. Land Acquisition	19
D. Property Management	20
E. Relocation	20
F. Land Disposition	21
G. Redevelopers' Obligations	22
H. Utility Lines	23
I. Street Revisions	23
IV. <u>OTHER PROVISIONS</u>	
A. Employment	24
B. Method of Financing	24
C. Tax Allocation	29
D. Actions by the City	31
E. Payment for Property Condemned	32
F. Enforcement of Plan	32
G. Duration of Plan	32
H. Severability	33
I. Procedure for Amendment	33

Butchertown Redevelopment Project Area

REDEVELOPMENT PLAN

The Redevelopment Plan (hereinafter called the "Plan") for the Butchertown Redevelopment Project Area (hereinafter called the "Project") consists of the following text and maps.

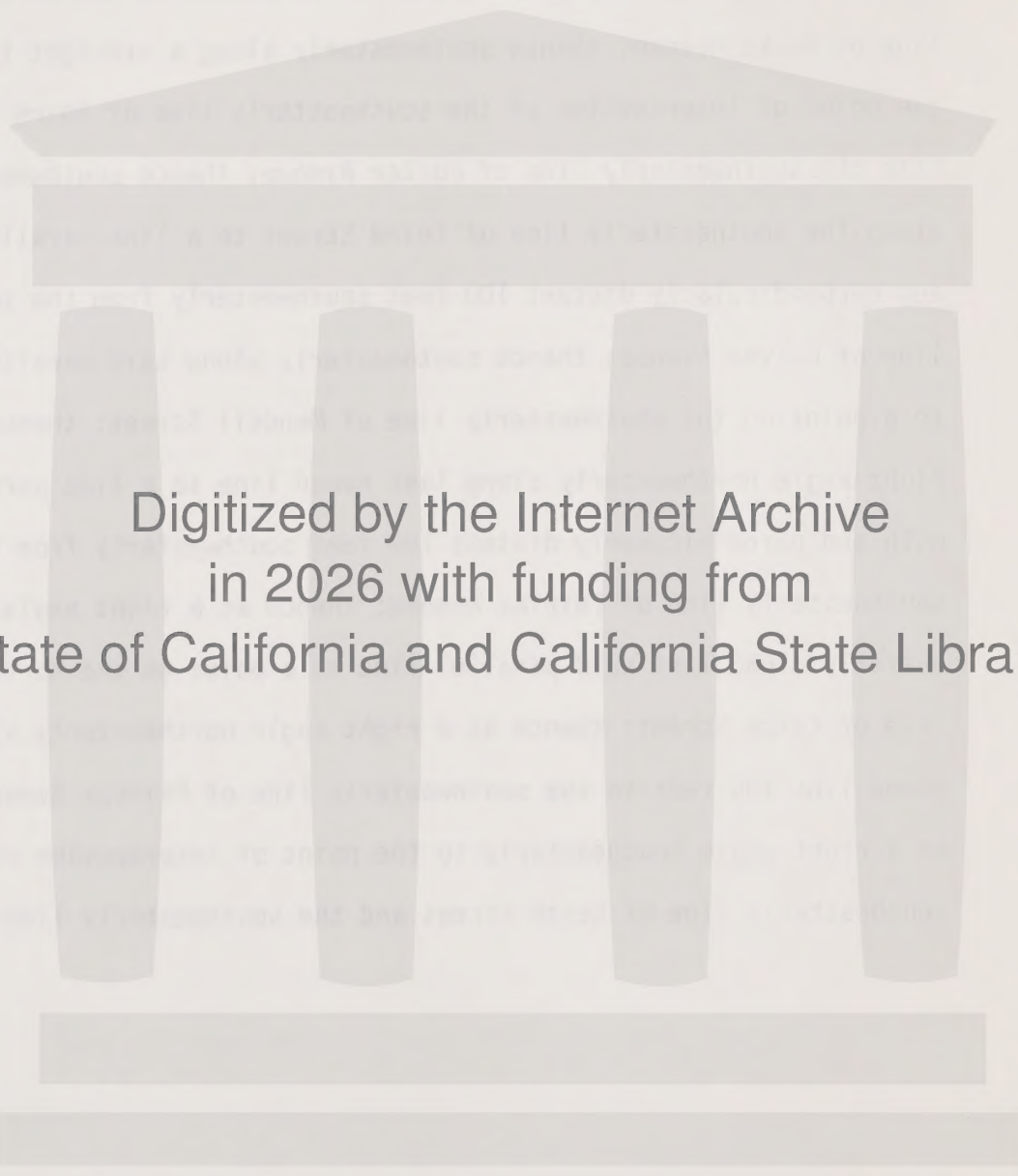
The Plan was prepared in accordance with the California Community Redevelopment Law. During the preparation of this Plan, the Redevelopment Agency of the City and County of San Francisco (hereinafter called the "Agency") consulted with the City Planning and other departments and offices of the City and County of San Francisco. The Plan conforms to the Master Plan of the City and County of San Francisco insofar as said Master Plan applies to the Project.

I. DESCRIPTION OF PROJECT

A. Project Boundaries

The Project comprises all of the Butchertown Survey Area as designated and described in Resolution No. 835-65 adopted by the Board of Supervisors of the City and County of San Francisco on December 27, 1965 and portions of the Survey Area as designated and described in Resolution No. 100-68 adopted by said Board of Supervisors on February 13, 1968. The boundaries of the Project are indicated on the map, Project Area Boundaries, and are more particularly described as follows:

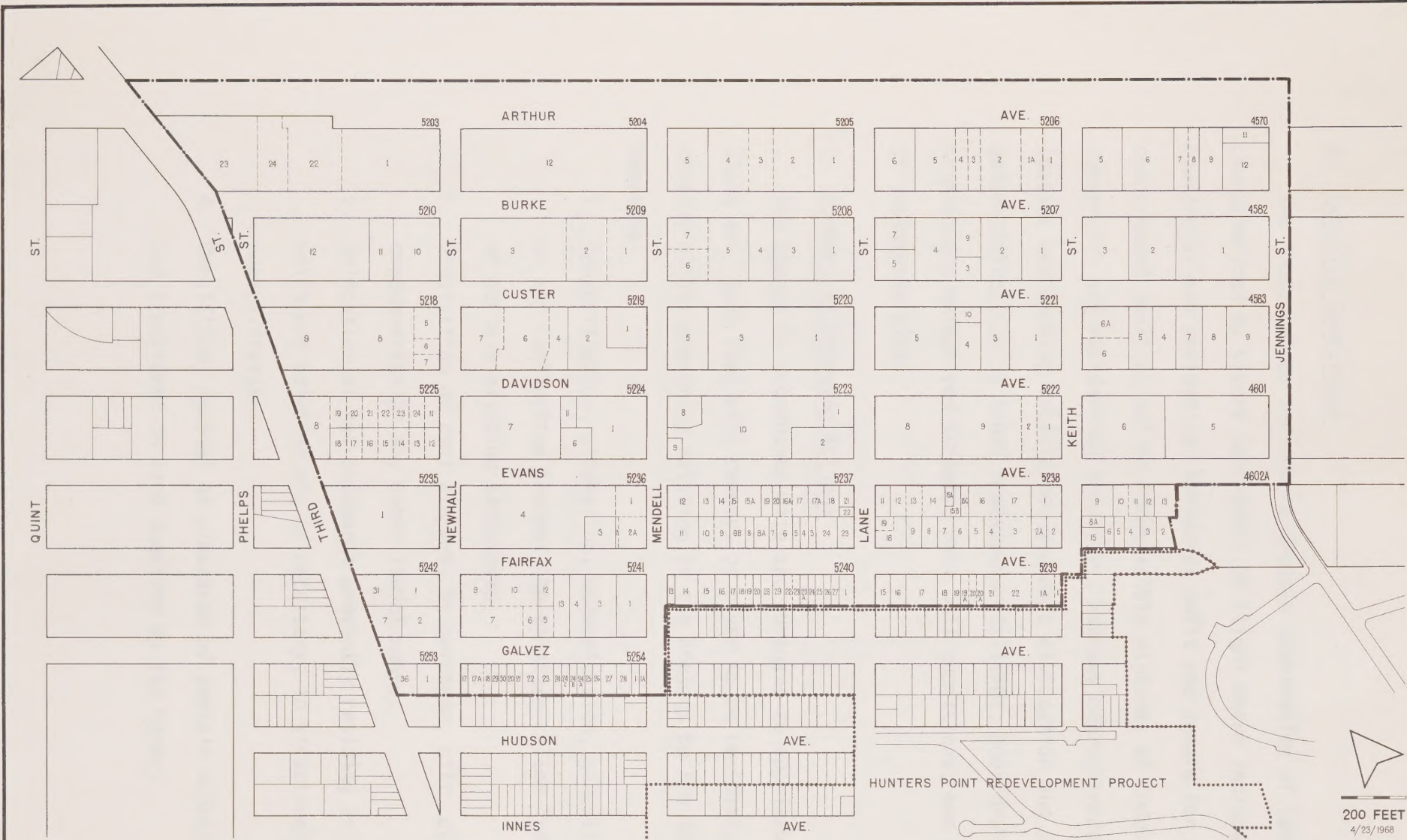
COMMENCING at the point of intersection of the easterly line of Third Street with the southwesterly line of Arthur Avenue; and running thence southerly along the easterly line of Third Street to the northeasterly line of Burke Avenue; thence southwesterly along a straight line to the point of intersection of the southeasterly line of Third Street with the southwesterly line of Custer Avenue; thence southwesterly along the southeasterly line of Third Street to a line parallel with and perpendicularly distant 100 feet southwesterly from the southwesterly line of Galvez Avenue; thence southeasterly along said parallel line to a point on the southeasterly line of Mendell Street; thence at a right angle northeasterly along last named line to a line parallel with and perpendicularly distant 100 feet southwesterly from the southwesterly line of Fairfax Avenue; thence at a right angle southeasterly along last said parallel line to a point on the northwesterly line of Keith Street; thence at a right angle northeasterly along last named line 100 feet to the southwesterly line of Fairfax Avenue; thence at a right angle southeasterly to the point of intersection of the southeasterly line of Keith Street and the southwesterly line of Fairfax



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Avenue; thence at a right angle northeasterly to the point of intersection of the southeasterly line of Keith Street and the northeasterly line of Fairfax Avenue; thence southeasterly along the northeasterly line of Fairfax Avenue to the point of intersection thereof with the southeasterly line of Lot 2 of Assessor's Block 4602A; thence northeasterly along the southeasterly line of said Lot 2 a distance of 105.25 feet, more or less, to the northeasterly corner of said Lot 2, said corner also being a point on the southwesterly line of Lot 13 of Assessor's Block 4602A; thence southeasterly along last mentioned line 26.00 feet, more or less, to the most southerly corner of said Lot 13; thence at a right angle northeasterly along the southeasterly line of said Lot 13 a distance of 100.00 feet, more or less, to a point on the southwesterly line of Evans Avenue; thence at a right angle southeasterly along last named line to the southeasterly line of Jennings Street produced southwesterly; thence at a right angle northeasterly along said production and the southeasterly line of Jennings Street to the northeasterly line of Arthur Avenue; thence at a right angle northwesterly along last named line to the easterly line of Third Street; and thence southerly along a straight line to the point of commencement.



LEGEND:

— PROJECT BOUNDARY

BUTCHERTOWN REDEVELOPMENT PROJECT

PROJECT AREA BOUNDARIES

B. Existing Conditions

The Project Area includes a chaotic combination of land uses characterized by severe conditions of blight which include industrial, commercial and residential buildings unfit and unsafe for occupancy; overcrowded dwelling units; incompatible mixtures of industrial, commercial and residential land uses; noxious odors; inadequate loading and parking facilities; economic dislocation and stagnation; under-utilization of land; inadequate utilities; poor drainage conditions; unimproved streets; poor soil conditions; and parcels of inadequate size.

C. Summary of Proposed Actions

The Agency in accordance with and pursuant to applicable Federal, State and local laws will remedy, or cause to be remedied, conditions causing blight presently existing in the Project by the following measures:

1. Rehabilitation, alteration, modernization, general improvement or any combination thereof (hereinafter called "rehabilitation") of certain existing structures.
2. Acquisition of real property by purchase, gift, devise, exchange, condemnation or any other lawful means.
3. Relocation of the occupants presently residing in structures which are acquired or, as necessary, in structures subject to rehabilitation.
4. Demolition, removal or clearance of certain existing buildings and structures on land acquired by the Agency.

5. Arrangement with proper authorities for the vacation and realignment of certain streets, and other rights-of-way, and the underground placement of utilities.
6. Reservation of certain areas for public streets, rights-of-way, and other public purposes.
7. Installation and relocation of necessary site improvements, utilities, and facilities.
8. Formulation and administration of rules and regulations for owner participation.
9. Formulation and administration of rules governing reasonable preference to persons who are engaged in business in the Project Area to reenter in business within the redeveloped area.
10. Sale or lease of all land acquired by the Agency for reuse in accordance with the Plan and such additional conditions as may be established by the Agency in any manner authorized by law in order to carry out the purpose of redevelopment.

II. PROJECT PLAN

A. Objectives

The objectives of the actions proposed by the Plan are to:

1. Remove structurally substandard buildings, eliminate blighting influences, remove impediments to land development, and achieve changes in land use.
2. Provide the framework within which restoration of the economic and social health of the Project and its environs will be accomplished by private actions.
3. Assist in the suitable reestablishment within and without the Project Area of businesses which will be displaced by the Project and to provide outside of the Project Area adequate rehousing opportunities for families and single individuals who will be displaced.
4. Stimulate and attract private investment, thereby improving the City's economic health, tax base, and employment opportunities.
5. Encourage the development of labor-intensive industries for the purpose of providing employment opportunities for residents of nearby residential districts.

B. Land Use Plan

The Project Area shall be redeveloped in accordance with Map 1:

Land Use Plan and Map 2: Property Retention, Rehabilitation and

Acquisition, and with all standards hereinafter set forth in Paragraph C of this Section. Public rights-of-way, easement lines, and land use district boundaries shall be generally as indicated on Map 1 and are subject to adjustments at the time of detailed engineering studies.

Properties designated on Map 2 for retention may continue their present use to the extent that such uses are compatible with the objectives and standards of this Plan. Community and public utility facilities may be located in any use district subject to approval of the Agency.

Only moving and storage services, warehouses, and trucking establishments which exist within the Project at the time the Plan is adopted will, if displaced from their present site, be offered approximately equal new sites within the Project Area. Residential use is not permitted in the Project Area.

District 1, Light Industry. Uses shall be limited to the manufacturing, processing, assembly, or packaging of products such as furniture, cabinetwork, electronic components, household appliances, pharmaceutical goods, textiles and clothing, machinery, and similar products. Other permitted uses include electrical service and repair, plumbing service and repair, household appliance service and repair, enclosed automobile service and repair, food processing and catering other than meat processing and packing, printing and publishing, industrial and technical trade schools, and similar activities.

District 2, Major Industry. Uses shall be limited to manufacturing, processing, fabricating and assembly plants, maritime-oriented establishments, printing and publishing, bottling works, industrial laundries, and industrial technical trade schools, and similar activities.

Food processing is also permitted except that buildings, facilities and spaces used for the processing and packing of meat shall not be located southwesterly of the present alignment of Davidson Avenue nor northwesterly of the present alignment of Lane Street. Stockyards, slaughterhouses, abattoirs and meat rendering are related activities which, subject to the approval of a conditional use permit by the City Planning Commission, are permitted in the area in which meat processing and packing are permitted.

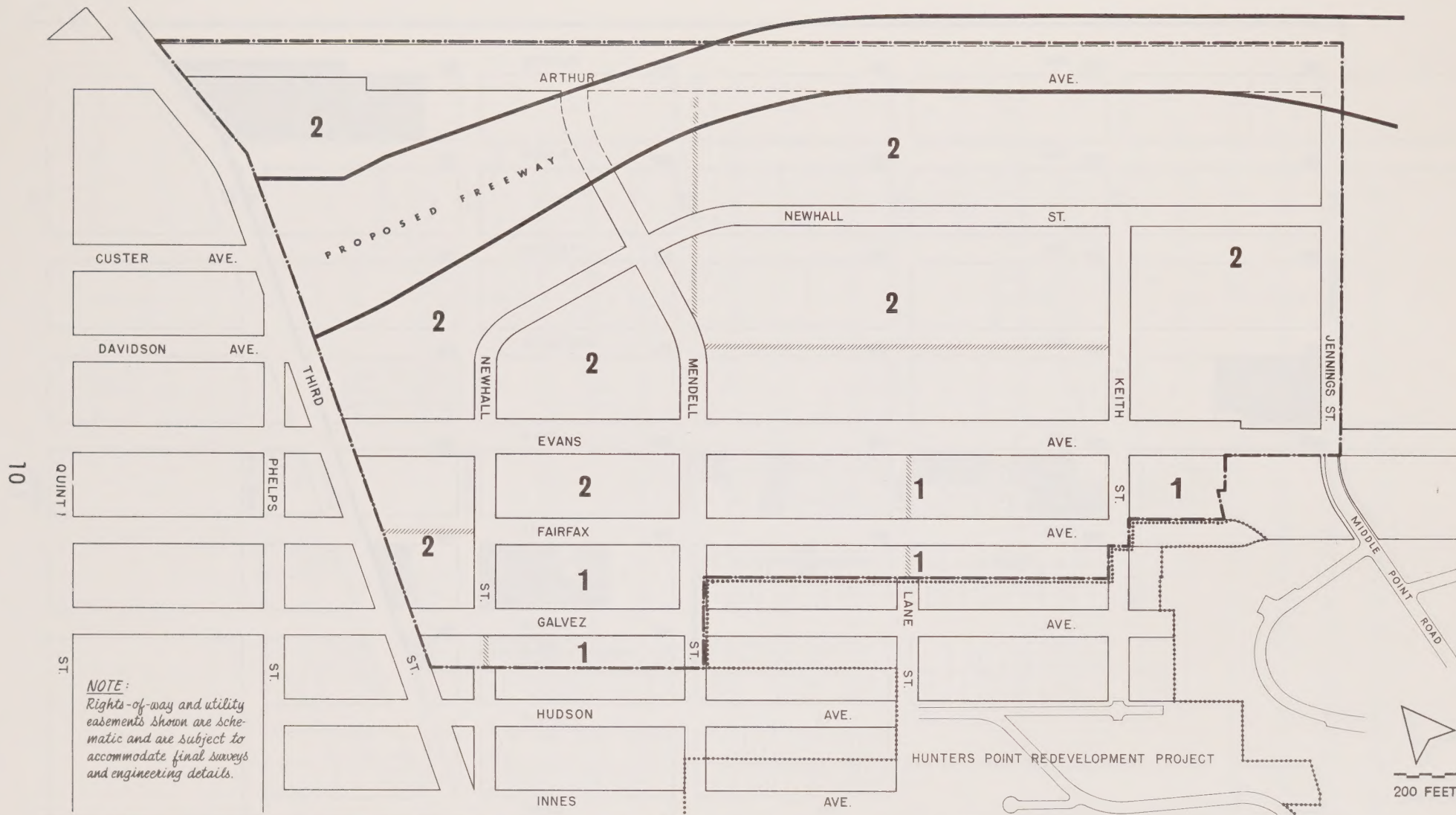
If within nine months from the date of adoption of this Plan, the development of a major facility for the incineration of refuse is officially directed by the Board of Supervisors on property adjoining the east side of Jennings Street north of Evans Avenue, a maximum of 2.5 acres, adjoining Jennings Street north of Newhall Street, may be used for related facilities such as offices, workshops, and employee parking.

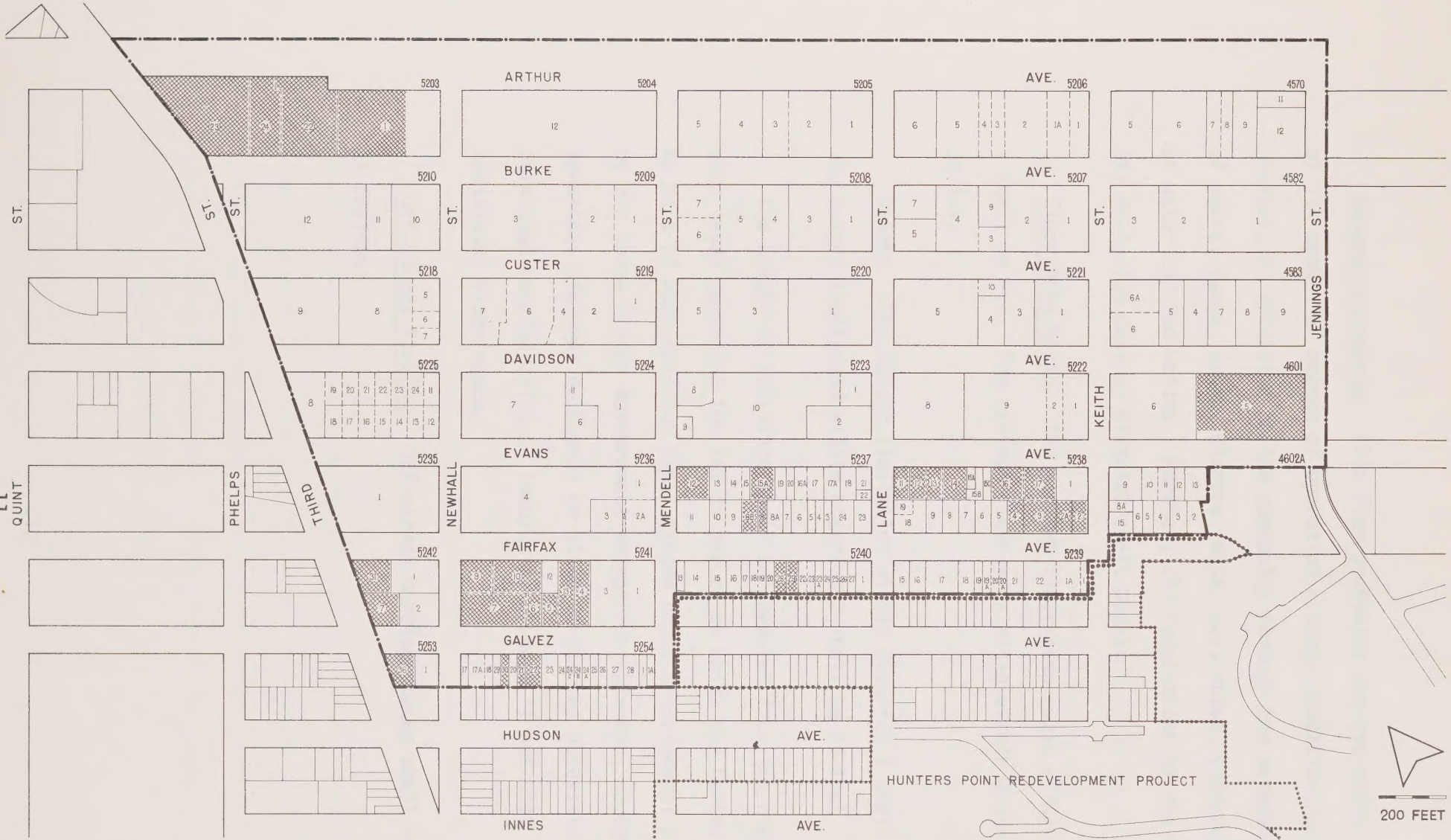
Retail and Business Services. Notwithstanding the above provisions for land use, 196,000 square feet of land area may be used within any district for retail and business services. Uses shall be limited to restaurants, branch banking, personal service establishments, business and professional offices, motels and motor hotels, service stations, and similar activities. Uses not permitted include such activities as clothing stores, supermarkets, drugstores, furniture stores, and appliance stores.

C. Standards for Development

Applicability of Standards. In order to achieve the objectives of the Plan, the use and development of land shall be in accordance with the standards set forth in this Paragraph C. The Standards for Development shall apply to all real property in the Project whether it is acquired by the Agency or not, subject to exceptions granted by the Agency as authorized herein.

The amount of open space and limitations on the type, size, and number of buildings are determined by the standards on floor-area ratio, height, off-street parking and loading, and setbacks.





LEGEND:

- RETENTION - REHABILITATION
- ACQUISITION
- PARCEL LINES
- LOT LINES

PROJECT BOUNDARY

BUTCHERTOWN REDEVELOPMENT PROJECT

**PROPERTY RETENTION,
REHABILITATION & ACQUISITION**

MAP 2

General Standards. This Plan prohibits any use which by reason of its nature or manner of operation creates conditions hazardous, noxious, or offensive to the community through the excessive emission of odors, fumes, smoke, cinders, dust, gas, noise, vibration, refuse or water-carried wastes. Further, all regulations of the Bay Area Air Pollution Control District shall apply.

Floor-Area Ratio. The maximum floor-area ratio within District 1 shall be 2:1. The maximum floor-area ratio within District 2 shall be 4:1.

Height. The height limitation within District 1 shall be 40 feet. The height limitation within District 2 shall be 65 feet.

The height of buildings shall be measured from the highest sidewalk curb level adjoining the lot or parcel on which the building is located. No part of such building shall extend above a horizontal plane established by the above height measurement except for chimneys, mechanical appurtenances, stairway bulkheads or other structures necessary to a permitted manufacturing or industrial process if not used to provide additional floor space.

Off-Street Parking. Off-street parking spaces shall be provided as follows:

District 1

For new development except Retail and Business Services uses: one space for each 600 square feet of gross floor area. For rehabilitation and retention properties: if gross floor area is 7500 or less square feet, no spaces required; if gross floor area exceeds 7500 square feet, one space for each 1500 square feet of total gross floor area.

District 2

For all uses except Retail and Business Services uses: one space for each 600 square feet of gross floor area.

Retail and
Business Services

For all uses except restaurants, motels and motor hotels, and medical and dental offices: one space for each 500 square feet of gross floor area. For restaurants: one space for each 200 square feet of total floor area used by the public. For motels and motor hotels: one space for each rental unit. For medical and dental offices: one space for each 300 square feet of gross floor area.

When a calculation of space requirement results in a fractional number, major fractions shall be adjusted to the next higher whole number of spaces. All parking spaces and approaches shall be surfaced with impervious materials and designed to prevent the necessity of backing vehicles from or into public streets.

Off-Street Loading. Off-street loading spaces shall be provided as follows:

at least one space for each parcel and one additional space for each 30,000 square feet of total gross floor area.

The Agency, in approving architectural plans, may require additional spaces as may be necessary to ensure proper development of the Project and may waive loading space requirements for any retention parcel having a gross floor area of 7500 square feet or less.

When a calculation of space requirements results in a fractional number, major fractions shall be adjusted to the next higher whole number of spaces. All loading spaces and approaches shall be surfaced with impervious materials and designed so that no part of the loading operation shall occur within public rights-of-way.

Setbacks. Exclusive of utility easements, setbacks, landscaped with trees, shall be provided on parcels as follows:

17 feet: Along each side of proposed freeway.

15 feet: North side of Evans Avenue; south side of Evans Avenue between Third and Mendell Streets; and each side of Newhall Street.

10 feet: Along rear line of parcels fronting on the north side of Evans Avenue and the south side of Newhall Street east of Mendell Street.

Review of Architectural and Landscape Plans. The Agency shall review and approve the preliminary and final architectural and landscaping plans, including signs, fences, and walls, for all development.

In evaluating the plans, the Agency will consider, in addition to compliance with the Standards for Development, the design, location, size, and exterior materials of buildings, preservation of views, signs, landscaping and other elements of site development. Particular emphasis will be given to the visual relationship to adjoining development and to view of the development from public rights-of-way. Because of their importance to urban design, the quantity, type and location of trees in setback areas shall receive particular attention.

In the disposition of land, the Agency may establish design criteria for specific parcels to ensure an attractive and harmonious urban design and may implement these criteria with appropriate provisions in the disposition documents.

Signs. All signs in the Project shall be designed and constructed to be complementary elements in the total environment. Each sign shall identify only the user and/or use of the particular property or portion thereof on which the sign is located. Each sign shall be of size, shape, material, color, type of construction, method and intensity of lighting, and location to be in scale with and harmonious with development on its site and on adjacent sites in the Project and shall conform to guidelines established by the Agency. No roof signs shall be permitted. No sign shall move or have any moving parts.

Plans for all signs shall be submitted to the Agency as part of the development plans or rehabilitation plans for each building. The Agency shall evaluate the plans to ensure conformity with the above provisions.

General Advertising Signs. Billboards and other general advertising signs are prohibited in the Project Area.

Storage. No parcel shall be used wholly or principally for uncovered storage of supplies, semi-finished or finished products, or any other materials including waste or refuse.

Space for uncovered storage may be permitted providing such storage is incidental to the principal operation conducted within structures on the parcel and provided further that such space is screened by an opaque fence or wall not less than six feet in height. Such wall or fence shall be of permanent construction and shall not be located within any required setbacks.

Off-Site Improvements. The Agency may require a redeveloper or an owner participant, at his own expense, to install street trees, landscaping, paving, or other improvements on property other than the site that is the subject of the sale, lease, or owner participation agreement.

Exceptions. Where undue hardships, practical difficulties, or consequences inconsistent with the general purposes of this Plan result from the literal interpretation and enforcement of the Standards for Development and other limitations on development imposed by this

Plan, the Agency, upon receipt of a verified application from the owner of the property affected, stating fully the grounds of the application and facts pertaining thereto, and upon its own further investigation, may grant adjustments under such conditions and safeguards as it may determine, consistent with the general purposes and intent of this Plan, provided that in no instance will any adjustments be granted that will change the land uses of this Plan. Other basic requirements of this Plan shall not be eliminated but adjustments thereof may be permitted provided such adjustments are consistent with the general purposes and intent of this Plan.

Where such adjustments require variance from the provisions of the City Planning Code, an application for a variance from such provisions may be filed with the Zoning Administrator for consideration.

III. PROJECT PROPOSALS

A. Owner Participation

To the extent compatible with the purposes of the Plan and appropriate redevelopment of the Project, owners of real property in the Project may, subject to rules and regulations, including standards for rehabilitation promulgated by the Agency, be accorded the opportunity to participate in the redevelopment of the Project. Such participation shall be contingent upon execution by such owner of a binding agreement (hereinafter called "owner participation agreement") by which the property retained or acquired will be developed, maintained or rehabilitated for use in conformity with the Plan, the Declaration of Restrictions, and the Owner Participation Rules and Regulations promulgated by the Agency. Standards for rehabilitation will be set forth in the Owner Participation Rules and Regulations.

Owner participation necessarily will be subject to and limited by such factors as the nature, condition and use of existing improvements, the reduction of the total number of individual parcels in the Project, the elimination of certain land uses, the realignment of streets, the construction of new public facilities and improvements, and the ability of owners to finance acquisition, rehabilitation and redevelopment in accordance with the Plan, the Declaration of Restrictions and such controls as may be found necessary to ensure that redevelopment is carried out pursuant to the development standards of the Plan.

The Agency will not acquire real property which is retained by an owner under an owner participation agreement unless said owner fails, refuses or neglects to enter into an owner participation agreement or to perform his obligations under said agreement. In the event of failure of an owner to participate pursuant to, and in full compliance with, the terms of an owner participation agreement, the Agency may, at its option, seek specific performance of said agreement or acquire the property of such owner and thereafter sell said property for redevelopment in accordance with the Plan.

B. Rehabilitation

Existing structures in the Project which remain shall be rehabilitated in accordance with applicable current codes and ordinances of the City and County of San Francisco and the State of California as supplemented and expanded by property rehabilitation standards formulated by the Agency.

C. Land Acquisition

All real property located in the Project, except as specifically exempted herein, may be acquired by the Agency by gift, devise, exchange, purchase, condemnation, or any other lawful method. The public interest and necessity require the use of the power of eminent domain by the Agency to acquire those real properties in the Project which the Agency cannot acquire by other lawful methods.

The Agency will not acquire real property owned by public bodies which will not consent to its acquisition; provided, however, that any such public property may be acquired by the Agency if it is transferred to private ownership before the Agency completes land disposition within the entire Project, unless the Agency and the private owner enter into an owner participation agreement concerning said property.

D. Property Management

Property acquired by the Agency in the Project shall be under the management and control of the Agency during its ownership of such property. Such property may be rented or leased by the Agency pending its conveyance for redevelopment.

E. Relocation

The Agency shall assist all persons (including families, business concerns and others) displaced by Project activities in finding other locations and facilities. In order to carry out redevelopment with a minimum of hardship to persons displaced from their homes, individuals and families shall be assisted in finding housing which is decent, safe, sanitary, and within their financial means in reasonably convenient locations and otherwise suitable to their needs. The Agency will utilize aids presently available and those which may hereafter become available through City, State and Federal legislation, and for such purposes may use funds derived from any public or private source.

The Agency shall make relocation payments to families and individuals displaced by redevelopment for moving expenses and for direct losses of certain personal property for which compensation is not otherwise made. Business concerns displaced by redevelopment shall likewise receive compensation and reimbursement for small business displacement, for moving expenses, and for direct losses of certain personal property otherwise uncompensated. Such relocation payments shall be made pursuant to Agency rules and regulations and such payments shall be made only to the extent eligible for payment from funds made available for those specific purposes by the Federal Government or other sources.

F. Land Disposition

All real property acquired by the Agency in the Project which is sold or leased for development or redevelopment for private uses shall be sold or leased at prices which are not less than fair value for uses in accordance with the Plan.

Purchasers or lessees of property shall be obligated, pursuant to appropriate disposition documents, to develop and use the property for the purposes designated in the Plan, to begin development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of the Plan.

G. Redevelopers' Obligations

In order to provide adequate safeguards that redevelopment will be carried out pursuant to the Plan, owner participation agreements, and agreements for the disposition of land by the Agency shall include provisions recognizing and requiring that:

1. The purchase or lease of land is for redevelopment and not for speculation and reserving to the Agency such power and controls as may be necessary to prevent transfer, retention or use of the property for speculation purposes.
2. The land shall be built upon and improved in conformity with the development standards of the Plan and the Declaration of Restrictions.
3. Preliminary and final plans and specifications for all new construction and for major rehabilitation of existing structures, including landscaping and signs, shall be submitted to the Agency for review and approval. As a part of such plans and specifications, developers and, if required by the Agency, owner participants shall submit time schedules for the commencement and completion of such improvements. All such plans and schedules shall be submitted within the time specified in the respective agreements with such developers and owner participants.
4. By and for the contracting parties, their heirs, executors, administrators and assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of

race, creed, color, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises therein described, nor shall the contracting parties, or any person claiming under them or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, lessees, sublessees, or vendees in the premises described. All deeds, leases and contracts which the Agency enters into with respect to the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of any land in the Project shall contain the nondiscrimination and nonsegregation clauses specified in Section 33436 of the California Community Redevelopment Law.

H. Utility Lines

All utility lines in the Project Area shall be placed underground.

I. Street Revisions

Evans Avenue, now 80 feet in width, shall be widened by approximately 32 feet from Third Street to Newhall Street and by approximately 26 feet from Newhall Street to a point approximately midway between Keith and Jennings Streets.

North of the projected alignment of Newhall Street, Keith Street may remain open as a public street and Jennings Street may be closed and vacated.

IV. OTHER PROVISIONS

A. Employment

As indicated in Section II-A, an objective in the redevelopment of the Project Area is to encourage the development of labor-intensive industries for the purpose of providing employment opportunities for residents of nearby residential districts. Accordingly, proposals by potential developers shall be evaluated by the Agency to determine the extent to which the proposals will further the achievement of the employment objective of this Plan. Such evaluations shall be included in the criteria formulated by the Agency for the selection of developers and the disposition of land.

B. Method of Financing

For the purpose of carrying out the Project, the Agency will obtain a project temporary loan from the United States of America (hereinafter called the "Government") in the estimated amount of Thirty-Six Million Nine Hundred Twenty-Two Thousand Three Hundred and Forty-Three Dollars (\$36,922,343). The obligations evidencing the Agency's indebtedness to the Government for the project temporary loan shall be in a form satisfactory to the Government. Said obligations will not be a debt of the City and County of San Francisco, the State of California, nor any of its political subdivisions. Neither the City and County of San Francisco, the State of California, nor any of its political subdivisions shall be liable on said obligations nor in any event shall the obligations be payable out of funds or properties other than those of the Agency, and the obligations shall so state on their face.

The purpose for which the proceeds obtained from the project temporary loan shall be spent are: (1) the acquisition of project land; (2) the expenses incurred through the relocation of persons residing in the Project; (3) the expenses relating to the razing, demolition, or removal of buildings and other improvements in the Project; (4) the expenses in connection with the disposition of project land; (5) the expenses of administering the Project, including interest charges, and other expenses necessary to effectuate the Plan.

The Agency will make payment on the project temporary loan obligations from the proceeds of the disposition of project land estimated at Six Million Five Hundred Forty-Four Thousand Eight Hundred and Thirty-Four Dollars (\$6,544,834), and from a Capital Grant from the Government estimated at Twenty-Eight Million Nine Hundred Thirty-Six Thousand Five Hundred and Eighty-Nine Dollars (\$28,936,589).

Both the project temporary loan and the Capital Grant or Grants are to be made by the Government to the Agency under the terms of a certain Contract entered into by and between the Agency and the Government.

The Capital Grant or Grants will not be made to the Agency by the Government until local grants-in-aid have been provided, as required by the Contract referred to in the preceding paragraph of the Plan.

Pursuant to the provisions of Title I of the Housing Act of 1949, as amended, the Agency will pool the noncash local grant-in-aid

credits for such site improvements and public facilities which the City and County of San Francisco will provide in connection with the Embarcadero-Lower Market, the Western Addition Area A-2, the Diamond Heights, and the Yerba Buena Center projects. Thus, the excess noncash local grant-in-aid credits for site improvements and public facilities to be provided with respect to the Embarcadero-Lower Market, the Western Addition Area A-2, the Diamond Heights, and the Yerba Buena Center projects shall be utilized to finance the Butchertown Redevelopment Project.

Said site improvements and public facilities shall include, without being limited to, the items listed below for which funds are presently provided or for which funds will be provided by the Board of Supervisors of the City and County of San Francisco at the time of or in connection with the adoption of the Plan.

<u>Project</u>	<u>Estimated Cost</u>	<u>Funds Appropriated, Appropriations Pending or Funds Available When Needed</u>	<u>Estimated Local Grants-in-Aid</u>
CASH AND NONCASH			
Diamond Heights			\$ 7,885,399
Embarcadero-Lower Market			7,094,680
Yerba Buena Center			25,322,201
Western Addition A-2			<u>10,133,831</u>
Subtotal			\$ 50,436,111*

*Includes certain cash credits and contributions totalling \$3,971,539.

<u>Project</u>	<u>Estimated Cost</u>	<u>Funds Appropriated, Appropriations Pending or Funds Available When Needed</u>	<u>Estimated Local Grants-in-Aid</u>
Butchertown			
NONCASH			
1. Low pressure water system	\$ 353,852	\$ 353,852	\$ 338,689
2. Streets	520,146	520,146	520,146
3. Sewers	451,654	451,654	448,854
4. Traffic signals	28,000	28,000	14,000
5. Street lighting	291,200	291,200	285,600
6. Police & fire alarm system	66,711	66,711	66,711
7. Freeway ramps land construction	564,000 <u>1,250,000</u>	564,000 <u>1,250,000</u>	101,520 <u>225,000</u>
Total Noncash	<u>\$ 3,525,563</u>		<u>\$ 2,000,520</u>
CASH			
Real Estate Tax Credits	<u>\$ 650,000</u>		<u>\$ 650,000</u>
Total Butchertown	<u>\$ 4,175,563</u>		<u>\$ 2,650,520</u>
Total All Projects			\$53,086,631

Amount required to finance Diamond Heights,
Embarcadero-Lower Market, Western Addition A-2,
and Yerba Buena Center (1/3rd of \$152,882,683
aggregate net project cost of all projects). \$ 50,960,894

It is recognized that the figures shown herein are estimated figures and are subject to revision. The extent of the City's contribution and commitment for local grants-in-aid will be contained in the Ordinance adopting the Redevelopment Plan and in the Resolution adopting the Cooperation Agreement, and in any subsequent Ordinances and Resolutions required to effect amendments thereto.

It is further recognized that the estimates regarding the disposition of land acquired by the Agency and the estimated costs of the site improvements and public facilities listed hereinabove are subject to further revision. In the event that the local grant-in-aid credits obtained by the provision of facilities and improvements listed hereinabove are not equal to one-third of the aggregate net project costs of the Embarcadero-Lower Market, the Western Addition Area A-2, the Diamond Heights, and the Yerba Buena Center, the City and County of San Francisco, subject to its fiscal laws, will provide such additional noncash and cash local grants-in-aid as may be necessary to increase the total amount of noncash and cash local grants-in-aid to not less than one-third of the aggregate net project costs thereof.

C. Tax Allocation

The Agency may, from time to time, issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes authorized by law. The Agency may also issue refunding bonds for the purpose of paying or retiring bonds previously issued by it.

In the event any such bonds are issued and sold, taxes, if any, levied upon the taxable property in the Butchertown Approved Redevelopment Project Area each year by or for the benefit of the State of California, the City and County of San Francisco, any district, or other public corporation, after the effective date of the ordinance approving this Plan, shall be divided as provided in Article 6, Chapter 6, Part I (the Community Redevelopment Law) of the Health and Safety Code of the State of California and Section 19 of Article XIII of the Constitution of the State of California, to wit:

(a) That portion of the taxes which would be produced by the rate upon which the taxes levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to, and when collected shall be paid into, the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in a redevelopment

project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the county last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the project on said effective date); and

(b) That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the redevelopment agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by such redevelopment agency to finance or refinance, in whole or in part, such redevelopment project. Unless and until the total assessed valuation of the taxable property in a redevelopment project exceeds the total assessed value of the taxable property in such project as shown by the last equalized assessment roll referred to in paragraph designated (a) hereof, all of the taxes levied and collected upon the taxable property in such redevelopment project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, then all moneys thereafter received from taxes upon the taxable property in such redevelopment project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid, or as the same may exist on the date of the making of the loans, advances, or indebtedness referred to in the following paragraph.

In the proceedings for the advance of moneys, making of loans or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance, in whole or in part, the Butchertown Approved Redevelopment Project, the portion of taxes set forth in said Law and said Constitution (as the same may exist on the date of the making of said advances or loans or the incurring of said indebtedness) as available to the Agency for such purposes may be irrevocably pledged for the payment of the principal of and interest on such loans, advances, or indebtedness.

D. Actions by the City

Subject to the policies and procedures established under its Charter and existing codes and regulations, the City and County of San Francisco shall aid and cooperate in the undertaking of the Project by:

1. Institution of proceedings for opening, closing, vacating, widening or changing the alignment or grade of streets and alleys and for other necessary modifications of the street layout in the Project.
2. Conveying vacated street areas (except those contemplated for retention for other public use) to the Agency without cost.
3. Institution of proceedings necessary for changes or improvements in publicly-owned public utilities within or affecting the Project.
4. Approving the required sale or exchange of land by and between local public bodies and City Departments concerned.
5. Approving the necessary sale or exchange of land by and between the Agency and the City Departments concerned.

6. Making the necessary changes in zoning use districts within the Project so as to conform to the land use and development standards provisions of the Plan.
7. Making inspections, determinations and enforcement necessary to ensure that buildings remaining in the Project conform to all applicable codes and regulations of the City and County of San Francisco and the State of California.

E. Payment for Property Condemned

Paragraph B of this Section provides for funds to pay for property acquired by the Agency. The Agency will pay the fair market value for all property acquired. In the condemnation of any real property, the Agency will comply with all the provisions of law relative to the exercise of the right of eminent domain.

F. Enforcement of Plan

The provisions of the Plan and other documents formulated pursuant thereto may be enforced by the Agency in any manner authorized by law.

G. Duration of Plan

The provisions of the Plan and the provisions of other documents formulated pursuant thereto shall be effective for a period of thirty (30) years from the date of adoption of this Plan by the Board of Supervisors of the City and County of San Francisco except for the nondiscrimination and nonsegregation provisions which shall continue in perpetuity. Any declaration of restrictions formulated pursuant to this Plan may contain provisions for the extension of such Declaration of Restrictions for successive periods.

H. Severability

If any provision, section, subsection, subdivision, sentence, clause, or phrase of the Plan is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion or portions of the Plan.

I. Procedure for Amendment

This Plan may be amended in any manner as is now or hereafter may be permitted by law.

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